

**IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA**

In re: Adv. Proceeding No. 19-04031-BDL

DAVID JOHN DENYS Chapter 7 No. 19-40569-BDL
Debtor(s).

BRYAN ANDERSON,
Plaintiff

DEFENDANT'S ANSWER TO
COMPLAINT TO
DETERMINE DEBT
NON-DISCHARGEABLE

Vs.
DAVID JOHN DENYS,
Defendant(s)

COMES NOW the Defendant, David John Denys, and hereby answers the Plaintiff's Complaint.

Defendant enters a general denial to the Plaintiff's Complaint and specifically asserts the following:

In June 2014 myself & my ex-wife
Jessica Denys (aka) Jessie Stymaeks rented
the "Jones" road property in question
at 1784 SE Jones rd. in Shelton, wa.
At the time of the lease signing I did
not have a dog, nor did I smoke.
When I lived at the residence it was

1 Clean and all in working order.
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3 At the end of July 2014 me +
4 Jessica Denys Separated. I was tricked
5 by Jessica to move out. She was threatening
6 Custody of my children as well as
7 Visitation with them. In exchange of
8 not fighting her and moving out
9 quietly I could have regular visits and
10 a very easy divorce. I gave her my key
11 to the Jones property and moved in with
12 friends. I was still giving Jessica cash
13 to pay rent & bills and did not
14 know she withheld rent from
15 the manager / owners.

16 Anderson on multiple occasions in
17 his statements as well as an email
18 to my attorney refer to "Denys" but
19 never specifies which "Denys", but
20 he must be implying Jessica not me.
21 Never told Anderson that I lied
22 about having a dog or smoking.
23 I did not lie to Anderson or on
24 my lease to obtain the "Jones" property.

1 Anderson Also admits on his letter
2 to my attorney and statements that
3 he went to the Jones property where
4 my ex-wife had a dog and even
5 explains how she told him I was no
6 longer at the residence, as well as
7 I told him I was not living at the
8 house.

9 When I moved out of the house in
10 July everything was in good condition.
11 If any damages were done it was
12 not by me. It was not done by
13 me being malicious or willful.

14 I was never served any court papers,
15 only my ex-wife was aware & lived
16 at the address. I was unaware
17 of the court proceedings. I never filed
18 any motions during the eviction,
19 only my ex-wife was aware of the
20 process and denied to tell me or
21 give me papers. I was never properly
22 informed of the process. It even
23 states in Anderson's statement that

1 Jessica Denys was the one who
2 Showed up to court, not me.
3

4 I never gave false information to
5 obtain the lease. Anderson also states
6 that I caused "wilful + malicious
7 damages" to the property, but this
8 is false. If there were any
9 damages done it was after I moved
10 out and I did not have any
11 knowledge of it.
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